



**THOMAS L. GARTHWAITE, M.D.**  
Director and Chief Medical Officer

COUNTY OF LOS ANGELES  
DEPARTMENT OF HEALTH SERVICES  
313 N. Figueroa, Los Angeles, CA 90012  
(213) 240-8101

**BOARD OF SUPERVISORS**

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First District

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December 1, 2005

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**THE COMMUNITY HEALTH PLAN**  
(All Districts) (3 Votes)

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Director of Health Services or his designee (collectively hereafter "Director"), to offer and execute Amendments, substantially similar to Exhibit I, with the Community Health Plan's (CHP) Medi-Cal Managed Care Program and County Temporary Employees Program (MMCP/CTEP) contractors listed in Attachment B, to extend the current Agreements for the continued provision of health care services for the CHP's MMCP/CTEP, effective on or after January 1, 2006 through December 31, 2006, with the right by Director to extend the term on a month-to-month basis not to exceed six months through June 30, 2007. MMCP is 100% offset by State and Federal funds, while CTEP is partially funded by the County through premiums received for each eligible and participating County temporary employee.
2. Delegate authority to the Director to execute Amendment No. 6 to Agreement No. H-213337 with L.A. Care Health Plan (L.A. Care), to re-negotiate and extend the following services provided for the CHP's Personal Assistance Services Council - Service Employees International Union Homecare Worker Health Care Plan (PASC-SEIU Health Care Plan): a) administrative support services, at an estimated total cost of \$2.3 million dollars during the extension term, partially offset by State and Federal funds as set forth herein, and b) nurse advice line services at no additional cost to County, all effective January 1, 2006 through December 31, 2006, contingent upon prior review and approval by County Counsel and the Chief Administrative Office and notification to the Board within thirty days after execution.
3. Delegate authority to the Director to execute Amendment No. 5 to Agreement No. H-207959 with L.A. Care, to re-negotiate and extend the current agreement for the continued provision to members of CHP's Healthy Families Program (HFP): a) health care services, 100% offset by State and Federal funds, b) performance measurement support services at a total cost not to exceed \$136,000, 100% offset by State and Federal funds, and b) nurse advice line services at no additional cost to County, all effective January 1, 2006 through December 31, 2006, contingent upon prior review and approval by County Counsel and the Chief Administrative Office and notification to the Board within thirty days after execution.

4. Delegate authority to the Director to execute Amendment No. 4 to Agreement No. H-211224 with Universal Care to adjust their HFP capitation rates effective January 1, 2006 through June 30, 2008, 100% offset by State and Federal funds, contingent upon prior review and approval by County Counsel and the Chief Administrative Office and notification to the Board within thirty days after execution.
5. Delegate authority to the Director to offer and execute Board-approved standard form agreements, as may be amended from time to time as required by Federal and State laws and regulations, with qualified providers listed in Attachment C or other providers for any or all CHP product lines, provided that CHP requires such Agreements to increase service capacity or access for its members, and that such providers meet CHP's contracting criteria listed in Attachment D, contingent upon prior review and approval by County Counsel and Chief Administrative Office and notification to the Board within thirty days after execution.
6. Delegate authority to the Director to offer and execute a new fee-for-service standard form agreement that combines any or all CHP product lines for inpatient care, with State-licensed hospitals located in Los Angeles County, effective on or after January 1, 2006 through the Board-approved expiration date of each CHP product line (e.g., MMCP/CTEP will expire on December 31, 2006, as extended on a month-to-month basis not to exceed six months through June 30, 2007), and that such providers meet CHP's contracting criteria listed in Attachment D, contingent upon prior review and approval by County Counsel and Chief Administrative Office and notification to the Board within thirty days after execution.
7. Delegate authority to the Director to execute future Amendments with contractors for any or all CHP product lines to a) incorporate provisions mandated by State law and regulations, County ordinance, and Board policy, and make non-substantial changes in contract language to improve clarity or correct inadvertent errors or omissions, contingent upon prior review and approval by County Counsel and Chief Administrative Office, and b) adjust rates and financial risk on a prospective basis, provided that such adjustments are actuarially sound and approved by County Counsel and Chief Administrative Office.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS:

The Department of Health Services (DHS or Department) is recommending approval of these actions to enable CHP to: a) ensure continued access to health care and nurse advice line for MMCP/CTEP members and HFP subscribers, administrative support for the PASC-SEIU Health Care Plan, and performance measurement support for HFP; b) offer standard form agreements to qualified providers to increase capacity or access to care for any or all CHP product lines; and c) execute certain types of Amendments without delays to ensure continued compliance with State and local requirements and to remain competitive with other health plans so as to retain and increase CHP membership.

FISCAL IMPACT/FINANCING:

Medi-Cal Managed Care Program / County Temporary Employees Program

The cost for health care provided under MMCP is 100% offset by State and Federal funds received from L.A. Care on a capitated per member, per month basis for each Medi-Cal beneficiary enrolled in CHP under the State's Two-Plan Managed Care Program. CTEP, which has had an approximate average enrollment of 12 CHP members within the past 12 months, is funded by the County through premiums received for each eligible and participating County temporary employee.

#### L.A. Care Agreements

##### *Healthy Families Program*

The cost for HFP health care and performance measurement support services, provided by L.A. Care's provider network for primary, specialty, inpatient, and pharmaceutical services, is 100% offset by State and Federal funds received from the State's Managed Risk Medical Insurance Board (MRMIB) on a capitated per member per month basis for each HFP subscriber enrolled in CHP. The total estimated cost for the provision of performance measurement support services shall not exceed \$136,000.

##### *PASC-SEIU Health Care Plan - Administrative Support Services*

Based on current cost-sharing ratios, the PASC-SEIU Health Care Plan is 82.5% offset by State and Federal funds, with the remaining 17.5% covered by net County costs. CHP receives funding from PASC on a capitated per member, per month basis for each subscriber enrolled in CHP. The total estimated cost for the Administrative Support Services Agreement with L.A. Care is \$2.3 million during the extension period.

##### *Nurse Advice Line*

L.A. Care will continue to provide or arrange for the provision of nurse advice line services through December 31, 2006 for all CHP product lines at no additional County cost.

#### Universal Care

The cost for HFP health care provided by Universal Care's provider network for primary, specialty, inpatient, and pharmaceutical services is 100% offset by State and Federal funds received from the MRMIB on a capitated per member per month basis for each HFP subscriber enrolled in CHP.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

CHP is a publicly owned and operated, non-profit Health Maintenance Organization (HMO) that has served the managed health care needs of Los Angeles County residents since its establishment in 1982 by the Los Angeles County Board of Supervisors. After CHP's establishment, it became the second publicly-operated HMO in California to obtain both a Knox-Kneene license (1985) and federal qualification as an HMO (1988). CHP is comprised of one of the largest combined public and private networks of primary and specialty providers, hospitals, and pharmacies.

#### Medi-Cal Managed Care Program/County Temporary Employees Program

MMCP provides no-cost health care benefits to eligible Medi-Cal beneficiaries enrolled under a managed care program, while CTEP provides similar low-cost benefits to eligible and participating County temporary employees.

The current MMCP/CTEP Agreements were originally approved by the Board on November 21, 2000. On subsequent occasions, the Board approved extensions to these Agreements through December 31, 2005.

Upon Board approval, the Director will be authorized to execute Amendments to extend services and incorporate new County-required provisions, effective January 1, 2006 through December 31, 2006, and reserves the right to extend the agreements on a month-to-month basis through June 30, 2007.

### L.A. Care Agreements

#### *Healthy Families Program*

HFP provides low-cost health care to uninsured children up to age 19 from low-income families who do not qualify for Medi-Cal.

On January 7, 2003, the Board approved an Agreement with L.A. Care to provide health care to HFP subscribers enrolled in CHP through L.A. Care's network of primary and specialty providers, hospitals, and pharmacies. Under this Agreement, L.A. Care also provides performance measurement support services to assist CHP with the submission of the annual Health Plan Employer Data and Information Set (HEDIS) performance report required by MRMIB. On subsequent occasions, the Board approved extensions to this Agreement through December 31, 2005.

Upon Board approval, the Director will be delegated the authority to re-negotiate and extend the Agreement, effective January 1, 2006 through December 31, 2006. Upon successful completion of the negotiations, CHP will share with each Board Office, Chief Administrative Office and County Counsel the new confidential rates in accordance with Section 1457 of the California Health and Safety Code.

#### *PASC-SEIU Health Care Plan - Administrative Support Services*

The PASC-SEIU Health Care Plan provides health care benefits to uninsured or under-insured homecare workers and their newborn infants. As employees of PASC, these workers enable eligible seniors or persons with disabilities to remain safely in their own homes by providing personal care services, domestic services, and accompaniment to medical appointments, among others.

On January 8, 2002, the Board approved the Agreement with L.A. Care to assist CHP with administrative support services. These services include claims processing, utilization review, and management information systems. On subsequent occasions, the Board approved Amendments to extend the term through December 31, 2005.

Upon Board approval, the Director will be delegated the authority to re-negotiate and extend the Agreement through December 31, 2006. Upon execution of the Amendment, CHP will share with each Board Office, Chief Administrative Office, and County Counsel the new confidential rate in accordance with Section 1457 of the California Health and Safety Code.

#### *Nurse Advice Line*

Nurse advice line services provide free telephonic medical advice and referrals by specially trained registered nurses, physician assistants, licensed physicians, and surgeons. Such advice and referrals reduce the number of unnecessary visits to hospitals and physicians by CHP members with minor illnesses and injuries.

On January 20, 2004, the Board approved Amendments to Agreements with L.A. Care to add the provision of nurse advice line services for all CHP product lines, and subsequently approved extension of such services through December 31, 2005 at no cost to County. L.A. Care has agreed to continue providing nurse advice line services to all CHP members at no cost to County, effective January 1, 2006 through December 31, 2006.

### Universal Care

On May 19, 1998, the Board approved an Agreement with Universal Care to provide health care to HFP subscribers enrolled in CHP through Universal Care's network of primary and specialty providers, hospitals,

and pharmacies, effective May 1, 1998 through June 30, 2000. On June 20, 2000, the Board approved a replacement Agreement with Universal Care effective July 1, 2000 through June 30, 2004. On subsequent occasions, the Board approved extensions of this Agreement through June 30, 2008. However, prior to the execution of the last Amendment extension, Universal Care notified CHP of their intent to re-negotiate the capitation rates, due to the fact that such rates have remained virtually unchanged since the original Agreement, and that the costs for the provision of health care services have increased.

Based on current enrollment data, CHP members assigned to Universal Care represent 62% of CHP's total HFP membership. Universal Care's continued participation is vital to the continued designation of CHP as the Community Provider Plan in Los Angeles County, which enables CHP to offer services at the lowest possible premiums for its HFP members. As a result, the Department recommends approval of their request for a rate increase.

#### Fee-for-Service Standard Form Agreements for Inpatient Care

CHP's customary method of reimbursement for contracted health care services is based on capitation, an amount paid to a physician group or hospital based on a certain fixed rate per member per month, whereby such rates are actuarially sound based on utilization and cost data. The main advantage of a capitation agreement is that providers have no incentive to provide more services than are medically necessary. The fee is paid whether or not services are rendered, and it provides a consistent source of revenue for the provider and enables CHP to control the rising costs of health care.

For hospitals, however, a discounted fee-for-service or per diem arrangement is commonly used by other health plans. As a result, CHP will require a fee-for-service standard form agreement for inpatient care for any or all product lines in the event that CHP determines that a potential or current hospital contractor is critical to increase service capacity or access to care, and that such arrangement is requested by the hospital and is actuarially sound.

#### Delegated Authority to Amend Existing CHP Service Agreements

Sections 1375.4 through 1375.8 of the Health and Safety Code provide certain protections for capitated providers when negotiating contracts with State-licensed health plans such as CHP. Among other things, these rights prohibit a health plan to establish rates, determine level of financial risk, or require other substantial provisions (with the exception of State law and regulations) unless such provisions have first been negotiated and agreed to between the health plan and capitated provider.

The current Amendment process can take up to two months. The Board's approval of delegated authority to the Director to execute certain types of Amendments will enable CHP to keep pace with the continuous changes in regulatory and marketplace conditions, while providing controls to ensure adherence to Board policy.

Attachments A, B, C, and D provide additional information.

#### CONTRACTING PROCESS:

Upon Board approval, the Director will have delegated authority to execute new Services Agreements or Amendments as described heretofore, upon review and approval by County Counsel and notification to the Board within 30 days after execution of each Agreement or Amendment.

As mandated by the Board, the performance of all contractors is evaluated by the Department on an annual basis to ensure the Contractors' compliance with all terms and performance standards.

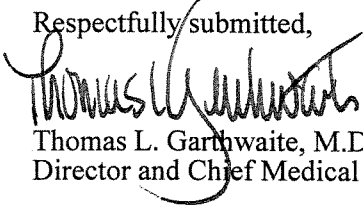
The Honorable Board of Supervisors  
December 1, 2005  
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IMPACT ON CURRENT SERVICES (OR PROJECTS):

Services provided to CHP members will continue uninterrupted.

When approved, this Department requires four signed copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

TLG:pm  
blchp1205.ds.wpd

Attachments (4)

c: Chief Administrative Officer  
County Counsel  
Executive Officer, Board of Supervisors

## SUMMARY OF AGREEMENTS

### 1. Types of Services:

Community Health Plan (CHP) provides or arranges for health services, including a nurse advice line, to individuals enrolled in the CHP's Medi-Cal Managed Care Program/County Temporary Employees Program (MMCP/CTEP), Healthy Families Program (HFP), and Personal Assistance Services Council – Services Employees International Union Homecare Worker Health Care Plan (PASC-SEIU Health Care Plan). These services are delivered through a combined network County facilities and contracted providers. CHP also arranges for administrative support for the PASC-SEIU Health Care Plan and performance measurement support for HFP through agreements with L.A. Care Health Plan (L.A. Care).

### 2. Agencies and Contact Persons:

Howard Kahn, CEO  
L.A. Care Health Plan  
555 West 5<sup>th</sup> Street, 29<sup>th</sup> Floor  
Los Angeles, CA 90013  
(213) 694-1250 ext. 4151

Howard E. Davis, President/CEO  
Universal Care  
1600 East Signal Hill  
Signal Hill, CA 90755  
(562) 424-6200

Current MMCP/CTEP contractors are listed on Attachment B. The name of the contact person, address, and phone number for each contractor are on file at CHP.

### 3. Term:

Medi-Cal Managed Care Program/County Temporary Employees Program Agreements: Effective on or after January 1, 2006 through December 31, 2006, with right by Director to extend the term on a month-to-month basis not to exceed six months through June 30, 2007.

Administrative Support Services Agreement for the PASC-SEIU Health Care Plan with L.A. Care: Effective January 1, 2006 through December 31, 2006

Healthy Families Program Agreement with L.A. Care: Effective January 1, 2006 through December 31, 2006

Healthy Families Program Agreement with Universal Care: Effective January 1, 2005 through June 30, 2008

### 4. Financial Information:

MMCP services are 100% offset by State and Federal funds provided by L.A. Care on a per member per month basis, at a capitated rate for each Medi-Cal beneficiary enrolled in CHP.

CTEP is funded by the County through premiums received for each eligible and participating County temporary employee.

HFP services are 100% offset by State and Federal funds provided by the State Managed Risk Medical Insurance Board on a per member per month basis, at a capitated rate for each HFP subscriber enrolled in CHP. Such capitation also funds behavioral health and performance measurement support services provided by L.A. Care.

Administrative Support services for the PASC-SEIU Health Care Plan Agreement is funded by 82.5% State and Federal funds and 17.5% net County cost.

Nurse advice line services will continue to be provided by L.A. Care at no additional cost to County.

### 5. Geographic Area to Be Served:

Countywide.

6. Accountable for Monitoring:

Dave Beck, Acting Director

7. Approvals:

Office of Managed Care: Dave Beck, Acting Director

Contracts and Grants Division: Cara O'Neill, Chief

County Counsel: Edward Morrissey, Deputy County Counsel

**OFFICE OF MANAGED CARE - COMMUNITY HEALTH PLAN  
MEDI-CAL MANAGED CARE PROGRAM / COUNTY TEMPORARY EMPLOYEES PROGRAM**

**CONTRACTS RENEWING EFFECTIVE 1/1/06 THRU 12/31/06**

Count	Contractor Name	Contract No./ Amendment No.	Type of Service		Affiliated Agency
1	AHMC Healthcare, Inc., dba Garfield Medical Center	H701000-1	Hospital		Physician's Healthways Medical Corporation
2	AHMC Healthcare, Inc., dba Monterey Park Hospital	H701057-1	Hospital		Joy Medical Associates
3	AHMC Healthcare, Inc., dba Monterey Park Hospital	H701058-1	Hospital		South Atlantic Medical Group
4	Arroyo Vista Family Health Center	H211993-6	Primary FQHC		DHS Facilities
5	Asian Community Medical Group, Inc.	H212134-6	Primary & Specialty		Health Smart Pacific, Inc., dba Pacific Hospital of Long Beach
6	Catholic Healthcare West Southern California, dba California Hospital Medical Center	H213048-7	Hospital		Health Care L.A.
7	CFHS Holdings, Inc.	H701001-1	Hospital		Meridian Medical Group, dba Capnet IPA
8	CFHS Holdings, Inc.	H701002-1	Hospital		Global Care Medical Group
9	CHHP, Inc.		Hospital		Meridian Medical Group, dba Capnet IPA
10	Citrus Valley Health Partners	H211929-7	Hospital		Citrus Valley Physician's Group
11	Citrus Valley Health Partners	H212054-7	Hospital		Doctors Medical Group
12	Citrus Valley Health Partners	H212055-7	Hospital		Health Care L.A.
13	Citrus Valley Physician's Group	H211959-6	Primary & Specialty		Citrus Valley Health Partners
14	Community Family Care Medical Group IPA, Inc.	H300274-2	Primary & Specialty		Valley Presbyterian Hospital
15	Community Family Care Medical Group IPA, Inc.	H207822-2	Primary & Specialty		Jupiter Bellflower Doctors Hospital, dba Bellflower Medical Center
16	Doctors Medical Group	H212048-6	Primary & Specialty		Citrus Valley Health Partners
17	ElDorado Community Health Center	H211889-6	Primary		DHS Facilities
18	Family Care Specialists IPA	H212047-6	Primary & Specialty		White Memorial Medical Center
19	Global Care Medical Group	H700919-1	Primary & Specialty		CFHS Holdings, Inc.
20	Harbor/UCLA Medical Foundation, Inc.	H211899-1	FFS Specialty		DHS Facilities
21	Health Care L.A.	H212052-6	Primary & Specialty FQHC		Citrus Valley Health Partners
22	Health Care L.A.	H212781-6	Primary & Specialty FQHC		Catholic Healthcare West Southern California, dba California Hospital Medical Center
23	Health Care L.A.	H700840-2	Primary & Specialty FQHC		Valley Presbyterian Hospital
24	HealthSmart Pacific, Inc., dba Pacific Hospital of Long Beach	H212135-6	Hospital		Asian Community Medical Group, Inc.
25	Joy Medical Associates, Inc.	H700922-1	Primary & Specialty		AHMC Inc. Healthcare Inc., dba Monterey Park Hospital
26	Joy Medical Associates, Inc.	H207664-4	Primary & Specialty		Jupiter Bellflower Doctors Hospital, dba Bellflower Medical Center
27	Jupiter Bellflower Doctors Hospital, dba Bellflower Medical Center	H300061-2	Hospital		Community Family Care Medical Group
28	Jupiter Bellflower Doctors Hospital, dba Bellflower Medical Center	H207705-4	Hospital		Joy Medical Associates
29	La Vida Medical Group, and IPA	H212280-6	Primary & Specialty		Long Beach Memorial Medical Center
30	Long Beach Memorial Medical Center	H212281-6	Hospital		La Vida Medical Group, and IPA
31	Meridian Medical Group, dba Capnet, IPA	H700921-1	Primary & Specialty		CFHS Holdings, Inc.
32	Meridian Medical Group, dba Capnet, IPA	H701342-1	Primary & Specialty		CHHP, Inc.
33	Physicians Healthways Medical Corporation	H701003-1	Primary & Specialty		AHMC Healthcare Inc., dba Garfield Medical Center
34	Pomona Valley Hospital Medical Center	H212714-6	Hospital		Pomona Valley Medical Group, Inc.
35	Pomona Valley Hospital Medical Center	H212373-6	Primary & Specialty		Pomona Valley Hospital Medical Center
36	South Atlantic Medical Group	H700920-1	Primary & Specialty		AHMC Healthcare Inc., dba Monterey Park Hospital
37	Tender Care Medical Group	H211909-6	Primary		DHS Facilities
38	Valley Presbyterian Hospital	H300273-2	Hospital		Community Family Care Medical Group
39	Valley Presbyterian Hospital	H700855-2	Hospital		Health Care L.A.
40	White Memorial Medical Center	H212408-7	Hospital		Family Care Specialists IPA

**COUNTY OF LOS ANGELES- DEPARTMENT OF HEALTH SERVICES  
OFFICE OF MANAGED CARE - COMMUNITY HEALTH PLAN  
LIST OF RECOMMENDED CONTRACTORS - AS OF 12/1/2005**

CONTRACTOR NAME		PRIMARY GEOGRAPHIC DMHC* AREA(S)
<b><u>TYPE OF EXHIBIT: HOSPITAL</u></b>		
1	Adventist Health	Various
2	Adventist Health dba Glendale Adventist Medical Center	W. San Gabriel Valley
3	Adventist Health dba White Memorial Medical Center	East
4	AHMC Healthcare Inc.	Various
5	AHMC Healthcare LP	W. San Gabriel Valley
6	AHMC Garfield Medical Center LP	W. San Gabriel Valley
7	AHMC Greater El Monte Community Hospital LP	W. San Gabriel Valley
8	AHMC Monterey Park Hospital LP	W. San Gabriel Valley
9	AHMC Whittier Hospital Medical Center LP	East
10	Antelope Valley Health Care District dba Antelope Valley Hospital	Antelope Valley
11	Beverly Community Hospital Association dba Beverly Hospital	East
12	Catalina Island Medical Center	South Bay
13	Catholic Healthcare West (CHW)	Various
14	CHW dba California Hospital Medical Center	Metro
15	CHW dba Glendale Memorial Hospital and Health Center	W. San Gabriel Valley
16	CHW dba Northridge Hospital	N. W. San Fernando Valley
17	CHW dba San Gabriel Valley Medical Center	W. San Gabriel Valley
18	CHW dba St. Mary Medical Center	South Bay
19	CHW dba St. Vincent Medical Center	Metro
20	CFHS Holdings, Inc.	Various
21	CFHS Holdings, Inc. dba Centinela Hospital Medical Center	South
22	CFHS Holdings, Inc. dba Daniel Freeman Memorial Hospital	South
23	CFHS Holdings, Inc. dba Daniel Freeman Marina Hospital	West
24	CHHP, Inc.	Various
25	CHHP, Inc. dba Community Hospital of Huntington Park	East
26	CHHP, Inc. dba Mission Hospital of Huntington Park	East
27	Citrus Valley Health Partners (CVHP)	East San Gabriel Valley
28	CVHP dba Citrus Valley Medical Center/Inter-Community Campus	East San Gabriel Valley
29	CVHP dba Citrus Valley Medical Center/Queen of the Valley Campus	East San Gabriel Valley
30	CVHP dba Foothill Presbyterian Hospital	East San Gabriel Valley
31	Downey Regional Medical Center	East
32	Encino-Tarzana Regional Medical Center	S.W. San Fernando Valley
33	East Los Angeles Doctors Hospital	East
34	Gardena Hospital L. P. dba Memorial Hospital of Gardena	South Bay
35	Henry Mayo Newhall Memorial Hospital	Antelope Valley
36	Huntington Memorial Hospital	W. San Gabriel Valley
37	Jupiter Bellflower Doctors Hospital dba Bellflower Medical Center	East
38	L.A. Metropolitan Medical Center	South
39	Lakewood Regional Medical Center	East
40	Lancaster Community Hospital	Antelope Valley
41	Little Company of Mary Hospital - San Pedro	South Bay
42	Little Company of Mary Hospital - Torrance	South Bay
43	Long Beach Memorial Medical Center	South Bay

**COUNTY OF LOS ANGELES- DEPARTMENT OF HEALTH SERVICES  
OFFICE OF MANAGED CARE - COMMUNITY HEALTH PLAN  
LIST OF RECOMMENDED CONTRACTORS - AS OF 12/1/2005**

44	Methodist Hospital	W. San Gabriel
45	Mission Community Hospital - Panorama City Campus	NE San Fernando Valley
46	Mission Community Hospital - San Fernando Campus	NE San Fernando Valley
47	Pacific Alliance Medical Center	Metro
48	Pacific Health Corporation	Various
49	Pacifica Hospital of the Valley	NE San Fernando Valley
50	Pomona Valley Hospital Medical Center	East
51	Presbyterian Intercommunity Hospital	East
52	Robert F. Kennedy Medical Center	South
53	Sherman Oaks Hospital	SE San Fernando Valley
54	St. Francis Hospital Medical Center	South
55	Tenet	Various
56	Tenet dba Brotman Medical Center	West
57	Tenet dba Hollywood Presbyterian Medical Center	Metro
58	Tenet dba San Dimas Community Hospital	East San Gabriel Valley
59	Tenet California HealthSystem	Various
60	Tenet California HealthSystem dba Suburban Medical Center	South
61	Valley Presbyterian Hospital	NE San Fernando Valley
62	Verdugo Hills Hospital	W. San Gabriel
<b><u>TYPE OF EXHIBIT: PRIMARY OR PRIMARY/SPECIALTY</u></b>		
63	Accountable Health Plan Medical Group	Various
64	Alliance Health Medical Group	Various
65	Allied Physicians IPA	Various
66	Alpha Care Medical Group, Inc.	Pomona
67	Altamed Health Services Corp.	West San Gabriel Valley
68	Angeles IPA	Various
69	Arroyo Vista Family Health Center	Various
70	Asian Community Medical Group, Inc	South Bay
71	Asian Pacific Health Care Venture	Metro
72	Bao Quoc Le, MD, Inc.	South Bay
73	Bay Area Addiction and Treatment, Inc.	Various
74	Bella Vista Medical Group	West San Gabriel Valley
75	Clinica Medica San Miguel I.P.A. Medical Group, a Medical Corporation	Various
76	Clinical Msr. Oscar Romero	Metro
77	Community Family Care Medical Group IPA, Inc.	Various
78	East Los Angeles Health Task Force	West San Gabriel Valley
79	East Valley Community Health Center	East San Gabriel Valley
80	El Proyecto del Barrio, Inc.	Various
81	Employee Health Systems Medical Group, Inc.	Various
82	Exceptional Care Medical Group	Various
83	Family Health Care Centers of Greater Los Angeles, Inc.	Various
84	Franciscan Clinics	Various
85	Gallatin Medical Foundation	East
86	Global Care Medical Group	Various
87	Health Care L.A.	Various
88	Healthsmart Pacific	Various

**COUNTY OF LOS ANGELES- DEPARTMENT OF HEALTH SERVICES  
OFFICE OF MANAGED CARE - COMMUNITY HEALTH PLAN  
LIST OF RECOMMENDED CONTRACTORS - AS OF 12/1/2005**

89	Joy Medical Associates	Various
90	JWCH Institute, Inc.	Metro
91	La Vida Medical Group & IPA	Various
92	La Vida Multispecialty Medical Centers, Inc., A Medical Corporation	Various
93	Los Angeles Free Clinic	Metro
94	Medicina Familiar Medical Group	SW San Fernando Valley
95	Meridian Medical Group dba Capnet IPA	Various
96	Mission City Community Network, Inc.	NW San Fernando Valley
97	Mobohy Medical Group	Various
98	New Horizons Medical Group	Pomona
99	Noble Community Medical Associates	Various
100	Noobar Janoian, MD, A Professional Corporation	West San Gabriel Valley
101	Northeast Community Clinic	West San Gabriel Valley
102	Northeast Valley Health Corporation	NE San Fernando Valley
103	Omnicare Medical Group	South
104	Physician Healthways Medical Corporation	Various
105	Pomona Valley Medical Group dba Promed Health Network of Pomona Valley	East San Gabriel Valley
106	Promed Health Network of Pomona Valley	East San Gabriel Valley
107	Preferred IPA of California	Various
108	Prospect Medical Holdings, Inc.	Various
109	Ramona Health Plan Medical Group	East San Gabriel Valley
110	Regent Medical Group	Various
111	San Miguel Medical Group	Various
112	South Atlantic Medical Group	W. San Gabriel
113	South Bay Family Healthcare Center	South Bay
114	South Central Family Health Center	South
115	Southland-San Gabriel Valley Medical Group Inc.	East
116	T.H.E. Clinic, Inc.	South
117	Tarzana Treatment Center	SW San Fernando Valley
118	The Children's Clinic	South Bay
119	URDC Human Services Corporation	W. San Gabriel Valley
120	Venice Family Clinic	West
121	Western University Medical Center	East
122	Wilmington Community Clinic	South
123	National Medical Health Card Systems, Inc.	Various
<b><u>TYPE OF EXHIBIT: NETWORK</u></b>		
124	Care 1st Health Plan	

\* DMHC - State Department of Managed Health Care

**COUNTY OF LOS ANGELES - DEPARTMENT OF HEALTH SERVICES  
OFFICE OF MANAGED CARE - COMMUNITY HEALTH PLAN  
CONTRACTING CRITERIA - AS OF DECEMBER 1, 2005**

1. Meets the administrative, programmatic, and fiscal objectives of the Community Health Plan (CHP) business model.
2. Agrees to accept as patients individuals enrolled in the CHP
3. Locates service sites within Los Angeles County.
4. Demonstrates compliance with the geographic accessibility requirements under Knox-Keene Licensure and the State Department of Health Services.
5. Complies with CHP site certification process.
6. Complies with CHP Credentialing process.
7. Agrees to cooperate in the maintenance and implementation of utilization management and quality assurance programs, submission of encounter data and other reporting requirements, and regular monitoring of all areas of service delivery to individuals enrolled in the CHP.
8. Demonstrates fiscal viability as determined by submission and review of most recent audited financial statements and last two (2) recent quarterly financial statements.
9. Agrees to comply with CHP's Insurance and Reinsurance requirements
10. Accepts CHP's reimbursements rates or willing to negotiate reasonable reimbursement rates where appropriate.
11. Agrees to cooperate in the development and implementation of any other processes necessary in all areas of service delivery to CHP enrollees.
12. Accepts the terms and conditions of the CHP Agreement, including all the Standard Provisions required by County.
13. Joint Commission of Accreditation Healthcare Organizations (JCAHO) certified hospitals (preferred).
14. Safety Net Providers (preferred).

Contract No. \_\_\_\_\_

COUNTY OF LOS ANGELES - COMMUNITY HEALTH PLAN

MEDI-CAL MANAGED CARE PROGRAM  
AND  
COUNTY TEMPORARY EMPLOYEES PROGRAM

Primary and Specialty Services

AMENDMENT NO. \_\_\_\_\_

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2006,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

\_\_\_\_\_  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document  
entitled "COMMUNITY HEALTH PLAN MEDI-CAL MANAGED CARE PROGRAM  
AND COUNTY TEMPORARY EMPLOYEES PROGRAM SERVICES AGREEMENT",  
dated November 21, 2000, and any amendments thereto, all further  
identified as Agreement No. \_\_\_\_\_ (hereafter "Agreement");

WHEREAS, the parties wish to extend the term of the  
Agreement and to provide other changes set forth herein; and

WHEREAS, Agreement provides that changes may be made in the  
form of written amendment which is formally approved and  
executed by both parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective January 1, 2006.
2. Agreement Paragraph 2, TERM, TERMINATION, RE-NEGOTIATION, AND SUSPENSION, Sub-paragraph A, shall be revised in part to read as follows:

"A. This Agreement shall be effective on or after November 1, 2000 through December 31, 2006, unless earlier terminated as provided herein. Director shall reserve the right to renew this Agreement on a month-to-month basis for a period not to exceed six (6) months. All terms and conditions of this Agreement in effect at the time of extending the term remain in effect for the duration of the extension. It is understood that this Agreement shall be co-terminus with the L.A. Care/County Agreement. Thus, on the date such separate contract expires, is canceled, or is terminated, this Agreement shall also terminate.

The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, by either party. Termination of services hereunder shall be effected by delivery to the other party of a one hundred twenty (120) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective."

3. Additional Provisions Paragraph 32, CONTRACTOR RESPONSIBILITY AND DEBARMENT, shall be revised to read as follows:

"32. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

C. County may debar Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence that is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or the Contractor's representative shall be given an opportunity to submit

evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor

has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall also apply to Subcontractors of County Contractors."

4. Additional Provisions Paragraph 40, NON-PAYMENT FOR SERVICES FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT, shall be revised to read as follows:

"40. NON-PAYMENT FOR SERVICES FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's

right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement. This provision shall not restrict Contractor's right to receive reimbursement for services provided as set forth in the CONTINUING CARE RESPONSIBILITIES Paragraph of Exhibit A, and under California Health and Safety Code Sections 1317 and 1373.96, and any other applicable Federal and State law and regulation. This provision also shall not restrict Contractor's right to receive reimbursement for services provided after the expiration or termination of this Agreement which, prior to the expiration or termination of the Agreement, were authorized to be performed."

**THE FOLLOWING PARAGRAPH (#5) IS FOR NON-PROFIT CONTRACTORS ONLY**

5. Additional Provisions Paragraph 41, CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE, shall be added to read as follows:

"41. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE:

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act Requirements. By requiring Contractors to complete the

Certification in Exhibit F, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California Law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)"

6. Exhibit A, Paragraph 3, Sub-paragraph F, PRIMARY CARE SERVICES, shall be revised in part to read as follows:

"F. Contractor shall coordinate Plan Member's total health care by supervising or providing Primary Care services as defined herein. Contractor shall ensure the continuity and accessibility of care by Plan Members by:

(1) Providing, as a minimum, Primary Care Services on-site. Contractor's facilities for the provision of Primary Care Services hereunder are listed below.

Contractor may add or delete a facility with prior written notice of at least ninety (90) days to the CHP Medical Director."

7. Exhibit A, Paragraph 5, Sub-paragraph F, PRIMARY CARE SERVICES, shall be revised to read as follows:

"5. CONTRACTOR'S PHYSICIANS: Prior to the

commencement date of this Agreement, Contractor shall provide the CHP Medical Director with a list of each of its physicians providing services hereunder. Such list shall include: each physician's name, license number, and physician's specialty board status (board-eligible or board-certified), and hospital, other Managed Care Plan, IPA, and employer affiliations, including whether the physician is a County employee or County contract physician, practice telephone number, location of practice for this Agreement, medical malpractice claims history, Business and Professional Code Section 805 Report Filings, National Data Bank Filings, and any other information deemed necessary by the CHP Medical Director for the CHP credentialing process. Contractor shall provide the CHP with an updated physician information list at least ninety (90) calendar days prior to any addition or deletion of a physician providing services under this Agreement."

8. In the event that Contractor decides to change its election pertaining to the assumption of financial risks associated with injectable medications, the County shall replace in entirety the Schedule B of Exhibit B, BILLING AND PAYMENT, and Exhibit C, DIVISION OF FINANCIAL RESPONSIBILITY, attached and referenced in the Agreement to reflect the adjusted capitation rates, and revised division of financial responsibilities.

9. Except for the changes set forth hereinabove,  
Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County  
Of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services and Contractor has caused this  
Amendment to be subscribed in its behalf by its duly authorized  
officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By: \_\_\_\_\_  
Cara O'Neil, Chief  
Contracts and Grants

AmendCD  
MMCP/CTEP MG/IPA AmendNo  
LN 12/1/05

*(Compliance Statement to be used only for Contractors  
who are identified as Nonprofit Organizations)*

### CHARITABLE CONTRIBUTIONS CERTIFICATION

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

\_\_\_\_\_  
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (S8 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

CERTIFICATION	YES	NO
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	(   )	(   )

OR

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.	(   )	(   )
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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title (please type or print)

Contract No. \_\_\_\_\_

COUNTY OF LOS ANGELES - COMMUNITY HEALTH PLAN

MEDI-CAL MANAGED CARE PROGRAM

AND

COUNTY TEMPORARY EMPLOYEES PROGRAM

Hospital Services

AMENDMENT NO. \_\_\_\_\_

THIS AMENDMENT is made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 2006,

by and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

and

\_\_\_\_\_  
(hereafter "Contractor").

WHEREAS, reference is made to that certain document  
entitled "COMMUNITY HEALTH PLAN MEDI-CAL MANAGED CARE PROGRAM  
AND COUNTY TEMPORARY EMPLOYEES PROGRAM SERVICES AGREEMENT",  
dated November 21, 2000, and any amendments thereto, all further  
identified as Agreement No. \_\_\_\_\_ (hereafter "Agreement");

WHEREAS, the parties wish to extend the term of the  
Agreement and to provide other changes set forth herein; and

WHEREAS, Agreement provides that changes may be made in the  
form of written amendment which is formally approved and  
executed by both parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective January 1, 2006.

2. Agreement Paragraph 2, TERM, TERMINATION, RE-NEGOTIATION, AND SUSPENSION, Sub-paragraph A, shall be revised in part to read as follows:

"A. This Agreement shall be effective on or after November 1, 2000 through December 31, 2006, unless earlier terminated as provided herein. Director shall reserve the right to renew this Agreement on a month-to-month basis for a period not to exceed six (6) months. All terms and conditions of this Agreement in effect at the time of extending the term remain in effect for the duration of the extension. It is understood that this Agreement shall be co-terminus with the L.A. Care/County Agreement. Thus, on the date such separate contract expires, is canceled, or is terminated, this Agreement shall also terminate.

The performance of services under this Agreement may be terminated, with or without cause, in whole or in part, by either party. Termination of services hereunder shall be effected by delivery to the other party of a one hundred twenty (120) calendar day advance Notice of Termination specifying the extent to which performance of services under this Agreement is terminated and the date upon which such termination becomes effective."

3. Additional Provisions Paragraph 32, CONTRACTOR

RESPONSIBILITY AND DEBARMENT, shall be revised to read as follows:

"32. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Agreement, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

C. County may debar Contractor if the Board of Supervisors finds, in its discretion, that Contractor

has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, Director will notify Contractor in writing of the evidence that is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative

proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which

the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the

debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

I. These terms shall also apply to Subcontractors of County Contractors."

4. Additional Provisions Paragraph 40, NON-PAYMENT FOR SERVICES FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT, shall be revised to read as follows:

"40. NON-PAYMENT FOR SERVICES FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement. This provision shall not restrict

Contractor's right to receive reimbursement for services provided as set forth in the CONTINUING CARE RESPONSIBILITIES Paragraph of Exhibit A, DESCRIPTION OF SERVICES, and under California Health and Safety Code Sections 1317 and 1373.96, and any other applicable Federal and State law and regulation. This provision also shall not restrict Contractor's right to receive reimbursement for services provided after the expiration or termination of this Agreement which, prior to the expiration or termination of the Agreement, were authorized to be performed."

5. Exhibit A-1, Paragraph 1, CONTRACTOR RESPONSIBILITIES, sub-paragraph 3, shall be revised to read as follows:

"Contractor may add or delete a hospital facility upon giving the CHP Medical Director or his/her designee (collectively hereafter "CHP Medical Director") at least ninety (90) calendar days prior written notice thereof, and securing the CHP Medical Director's written approval."

6. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County Of Los Angeles has caused this Amendment to be subscribed by its

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Director of Health Services and Contractor has caused this  
Amendment to be subscribed in its behalf by its duly authorized  
officers, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Thomas L. Garthwaite, M.D.  
Director and Chief Medical Officer

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Title \_\_\_\_\_  
(AFFIX CORPORATE)

APPROVED AS TO FORM  
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT  
ADMINISTRATION:

Department of Health Services

By: \_\_\_\_\_  
Cara O'Neil, Chief  
Contracts and Grants

AmendCD  
MMCP/CTEP HospAmendNo  
LN 12/2/05